

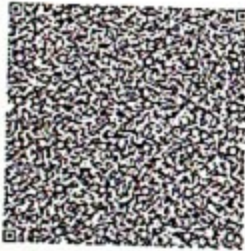


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA24281650523126Q
Certificate Issued Date : 21-Mar-2018 01:34 PM
Account Reference : NONACC (FI)/ kaksfcl08/ YELAHANKA4/ KA-BN
Unique Doc. Reference : SUBIN-KAKAKSFCL0896071186252221Q
Purchased by : B B UMESHA SMLP CONSTRUCTION AND ASPHALTS
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : EXECUTIVE ENGINEER YELAHANKA
Second Party : B B UMESHA SMLP CONSTRUCTION AND ASPHALTS
Stamp Duty Paid By : B B UMESHA SMLP CONSTRUCTION AND ASPHALTS
Stamp Duty Amount(Rs.) : 1,000
(One Thousand only)



Please write or type below this line.

Agreement Form

Agreement

This agreement, made the 26 day of 3 2018, between Executive Engineer, BBMP, Yelahanka Division, Bangalore-560064 [name and address of Employer] (hereinafter called "the Employer") of the one part and M/S S.M.L.P. Asphalts Prop. B.B.Umesh, No:385, Bettahalasuru Post Bangalore North [name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute Improvements and asphaltting to balance road at Akshaya nagara and Muneshwara layout in ward No:03 name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees. 1,07,98,577.07 Lakhs.

Statutory Alert:

1. The authenticity of this stamp certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Stamp
Executive Engineer
Yelahanka Division

Yelahanka Zone,
Bruhat Bangalore Mahanag.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor's Tender;
 - iv) Contract Data;
 - v) Conditions of contract (including Special Conditions of Contract);
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of: Signed, Sealed and Delivered by the said
in the presence of:

Binding Signature of Employer [Signature]

Binding Signature of Contractor [Signature]

Bangalore Mahanagara Palike
BANGALORE 560001

[Signature]
Executive Engineer
Bangalore Mahanagara Palike
BANGALORE 560001

SECTION 5: CONDITIONS OF CONTRACT

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B. D. [Signature]

[Signature]

Executive Engineer

Yelahanka Division

Yelahanka Zone

Yelahanka Zetehangare

Yelahangare

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A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Vaishali
Executive Engineer
Bilahanka Division
Bilahanka Zone

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The Site is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A Variation is an instruction given by the Employer which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Tender
- (4) Contract Data
- (5) Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

B.S. [Signature]

[Signature]
Executive Engineer
Yelahanka Division
Yelahanka Zone
Bengaluru

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

The Executive Engineer,
Yelahanka Division,
BBMP, Bangalore.

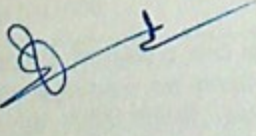
WHEREAS M/S S.M.L.P. Asphalts Prop. B.B.Umesh, No:385, Bettahalasuru Post Bangalore North (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

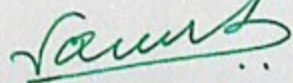
AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, has submitted EMD through e-Procurement portal Rs.1,00,000/- Ref No:B2372458/E/N/01 and Submitted FSD for Rs. 5,40,000/- BG No:18909BG000038 Dt:21-3-2018 The Karnataka bank Ltd. Yelahanka New Town Branch in The remaining amount will be collected in the running bill. and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

B.B. 



Executive Engineer
Yelahanka Division
Yelahanka Zone
Bruhat Bangalore Mahanagara Palike
AND NO. E 560064

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor B. J. [Signature]
Name of Bank _____
Address _____
Date _____

Place:
Date:

WITNESS : 1)

2)

[Signature]
Executive Engineer,
Yelahanka Division
BBMP, Bangalore-64
ANGALORE 56000